



# Data Use Agreement



# DATA USE AGREEMENT

<b>Data Recipient Institution Name:</b>	
<b>Data Recipient Contact:</b>	
<b>Term of Agreement:</b>	

This Data Use Agreement (the "DUA") is entered into by and between the **National Alliance of State and Territorial AIDS Directors (NASTAD)**, a not-for-profit organization with its principal office at 444 North Capitol Street, NW, Suite 339, Washington, DC 20001 ("NASTAD"), and **[Awarded Relink Organization Legal Name]**, with its principal office at **[Address]** ("Recipient").

**Effective Date:** [Start Date]

**Term of Agreement:** From [Start Date] through [End Date], unless earlier terminated in accordance with this Agreement.

## RECITALS

**WHEREAS**, NASTAD is implementing *Pathways to Care: A ReLink HIV Initiative* (the "Relink HIV Project"), supported by Gilead Sciences, to strengthen systems for re-engaging people with HIV who are out of care;

**WHEREAS**, Recipient has been awarded funding under the Relink HIV Project and will collect and submit data to NASTAD for program monitoring, evaluation, and dissemination of aggregate findings;

**WHEREAS**, the Parties desire to establish terms governing the disclosure, use, protection, and transmission of de-identified or limited data sets in compliance with applicable federal and state laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

**NOW, THEREFORE**, the Parties agree as follows:

## 1. Scope and Purpose

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### 1.1 Purpose

Recipient will submit data to NASTAD solely for the purposes of program implementation support, performance monitoring, evaluation, quality improvement, and dissemination of aggregate, non-identifiable findings related to the Relink HIV Project. Data will not be used for research involving human subjects, nor for any purpose outside the scope of the Relink HIV Project without prior written approval from NASTAD

### 1.2 Description of the Dataset

The data provided by Recipient to NASTAD (the "Dataset") may include de-identified or limited data elements, collected in the course of Relink HIV Project activities, including but not limited to:

#### Demographic and Program Enrollment Indicators

- Language spoken

- Ryan White Part A enrollment status
- Ryan White Part B enrollment status
- AIDS Drug Assistance Program (ADAP) enrollment status

#### **Clinical Status Indicators**

- Viral suppression status
- Last reported viral load value (if applicable)
- Date of last reported laboratory result
- Patient deceased indicator (yes/no)
- Patient determined to be out of state indicator (yes/no)

#### **Outreach and Contact Attempts (Initial and Rescheduled Appointments)**

For each outreach phase (initial outreach, first rescheduled appointment, second rescheduled appointment):

- Contact attempt number (Attempts #1–#3)
- Type of contact attempt (e.g., phone, text, field visit)
- Date(s) of contact attempt(s)
- Outcome of contact attempts
- Do not contact response indicator
- Unable to contact indicator

#### **Relink Engagement Outcomes**

- Contacted but did not enroll in Relink HIV
- Contacted and enrolled in Relink HIV
- Date of contact closeout
- Date of Relink HIV enrollment

#### **Care Re-Engagement Milestones**

- Date of HIV medical appointment
- Date of Ryan White eligibility appointment (if applicable)
- Attendance at HIV medical appointment (yes/no)
- Date attendance confirmed with HIV clinic
- Reason for non-attendance (if applicable)
- Ryan White enrollment status following re-engagement
- Date of Ryan White enrollment (if applicable)
- Reason for non-enrollment (if applicable)

The Dataset will not include direct personal identifiers, including but not limited to names, Social Security numbers, full addresses, dates of birth, or other information that could reasonably be used to identify an individual. If limited data elements are included, they will be handled in accordance with HIPAA and applicable state laws.

### **1.3 Transferring the Dataset**

Recipient shall transmit the Dataset to NASTAD using secure, encrypted methods designated by NASTAD (e.g., REDCap or other secure data systems). NASTAD will not request, and Recipient shall not transmit, identifying information beyond what is explicitly required and approved.

## **2. Recipient Obligations**

### **2.1 Use**

NASTAD shall use the Dataset for the purposes described in Section 1 above. Data shall be used solely by Dr. Recipient shall use the Dataset solely for carrying out Relink HIV Project activities and shall submit data to

NASTAD only as required under the terms of the Relink HIV award. Recipient shall not use the Dataset for any other purpose without prior written authorization from Disclosing Party.

## **2.2 Confidential Information**

“*Confidential Information*” means proprietary or sensitive information of any kind which is disclosed by one Party (the “Disclosing Party”) to the other party (the “Receiving Party”) related to the Research which (i) by appropriate marking is identified as proprietary or confidential at the time of disclosure; or (ii) if disclosed orally is identified in a marked writing within thirty (30) days as being confidential; *except for* information that: (a) is public knowledge at the time of disclosure or becomes public knowledge thereafter through no breach of this Agreement by the Receiving Party; (b) is disclosed to the Receiving Party by a third party permitted to disclose such information without known obligation of confidentiality; (c) is already known or is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; (d) is released with the prior written consent of the Disclosing Party; or (e) is required by law, regulation, subpoena or government or judicial order to be disclosed.

## **2.2 Data Security and Protection**

NASTAD shall implement appropriate technical and administrative safeguards to prevent the use or disclosure of the Dataset for purposes other than as provided for by this DUA.

## **2.3 Data Disclosure Prohibited**

NASTAD agrees to retain control over the Dataset and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Dataset to any third party, without the prior written consent of NASTAD. UVA shall promptly report to NASTAD any use or disclosure of the Dataset that is not allowed for under this DUA of which it becomes aware.

## **2.3 Resulting Aggregate Datasets**

NASTAD may develop aggregate datasets and analyses derived from the Dataset. Dissemination of findings may include reports, presentations, and publications that do not identify individuals or jurisdictions without explicit permission. Recipient will be acknowledged in dissemination materials as appropriate.

## **2.5 Dissemination of Findings**

The Parties agree dissemination of project findings, by conference abstract submission, publication or otherwise is a valuable objective of the project. Joint publications are encouraged with authorship of such publications decided according to commonly accepted conventions for scientific publications.

## **2.6 Publication Access**

UVA shall provide NASTAD access to, either electronically or in paper form, a copy of every publication of material based on or developed under this agreement.

## **2.7 Use of Name/Logos**

Neither Party shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

## **2.8 Liability**

Each Party assumes all liability for damages which may arise from its transfer, use, reliance, storage, disclosure, or disposal of the Dataset. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

## 2.9 Term of DUA

The term of this DUA is <Starting Date> through <Ending Date>. On termination or expiration, NASTAD will cease to use any Data received under this DUA. Agreement to protect the Dataset shall survive termination of this DUA. In the event that NASTAD breaches this Agreement, the Disclosing Party, in its sole discretion, may: i) terminate this Agreement upon written notice to NASTAD; or ii) request that NASTAD to the satisfaction of Disclosing Party, take appropriate steps to cure such breach. If NASTAD fails to cure such breach to Disclosing Party's satisfaction in the time prescribed by NASTAD, Disclosing Party may terminate this DUA immediately, upon written notice to NASTAD.

## 2.10 Destruction of Dataset

Following the term of this DUA, NASTAD will destroy the Dataset upon request by the Disclosing Party and will cease to use any data under this DUA.

## 2.11 Notices

All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

**If to <Award Recipient>**

**If to NASTAD:**

Auntré Hamp  
Senior Director, Public Health Systems  
444 N. Capitol Street NW, Suite 339  
Washington, DC 20001  
ahamp@nastad.org

## 3. SIGNATURES

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IN WITNESS WHEREOF, the parties hereto have executed this DUA as of the day and year written below.

**For <Award Recipient>**

**For NASTAD**

By:

By:

Title:

Title:

Signature:

Signature:

Date:

Date: